



**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF  
CORRESPONDENCE ADDRESS**

Application No.	09/384,468
Filing Date	August 27, 1999
First Named Inventor	Jerry Iggulden
Art Unit	2615
Examiner Name	Tran, Thai Q
Attorney Docket Number	6711P027C

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint the practitioners associated with the Customer Number: **08791**

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office (USPTO) in connection therewith.

Please change the correspondence address for the above-identified application to:

The address associated with Customer Number: **08791**

**RECEIVED**

JUL 13 2004

Technology Center 2600

I am the:

Applicant/Inventor.  
 Assignee of record of the entire interest.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

Typed or Printed  
Name **TeleVentions, LLC by Jerry Iggulden, CEO**

Signature

Date

July 02, 2004

Telephone

**300-573-9095**

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.\*

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

**Jerry Iggulden, et al.**

Serial No.: **09/384,468**

Filed: **08/27/1999**

For: **METHOD AND APPARATUS FOR  
ELIMINATING TELEVISION  
COMMERCIAL MESSAGES**

Art Unit: **2615**

Examiner: **Tran, Thai Q.**

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**JUL 1 3 2004**

**Technology Center 2600**

**CERTIFICATE UNDER 37 CFR 3.73(b)**

Mail Stop: Fee Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

TeleVentions, LLC, a Delaware limited liability company  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university,  
government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel       , Frame       , or for which a copy thereof is attached.

B.  A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

1. From: Inventors To: Arthur D. Little Enterprises, Inc.  
The document was recorded in the Patent and Trademark Office at  
Reel 7964, Frame 0711, or for which a copy thereof is attached.
2. From: Arthur D. Little Enterprises, Inc. To: SRT, Inc.  
The document was recorded in the Patent and Trademark Office at  
Reel 7908, Frame 0275, or for which a copy thereof is attached.
3. From: SRT, Inc. To: TeleVentions, LLC\*  
The document was recorded in the Patent and Trademark Office at  
Reel       , Frame       , or for which a copy thereof is attached.

\* This document has been concurrently submitted to the Assignment Branch for recordation.

Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

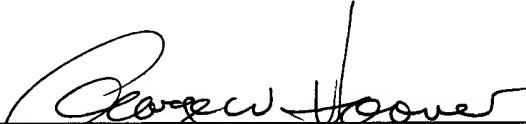
I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

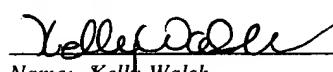
Dated: July 2, 2004

By:

  
George W Hoover  
Blakely, Sokoloff, Taylor & Zafman LLP  
Reg. No. 32,992  
Attorney for TeleVentions, LLC

12400 Wilshire Boulevard  
Seventh Floor  
Los Angeles, California 90025  
(310) 207-3800

**CERTIFICATE OF MAILING:**  
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on July 2, 2004.

  
Name: Kelly Walsh      Date: July 2, 2004

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of June, 2003, by and between, on the one hand, TeleVentions, LLC, a Delaware limited liability company ("Buyer"), Invention Management Associates, Inc., a California corporation ("IMA"), Monterey LLC, a Delaware limited liability company ("Monterey"), and Jerry R. Iggulden ("JRI"), and, on the other hand, Dehon, Inc., a Massachusetts corporation ("Seller"), and Stephen S. Gray, solely in his capacity as the Plan Administrator ("Plan Administrator").

### **RECITALS**

A. On February 5, 2002, Seller, Dehon Enterprises, Inc., a Massachusetts corporation (formerly known as Arthur D. Little Enterprises, Inc.) ("Dehon Enterprises"), and SRT, Inc., a Delaware corporation ("SRT"), filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code with the United States District Court for the District of Delaware. On February 12, 2002, venue was transferred to the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court").

B. On February 14, 2003, the Bankruptcy Court confirmed (the "Confirmation Order") the Modified Second Amended Plan of Liquidation (the "Plan") of Dehon, Inc. (f/k/a Arthur D. Little, Inc.) and its Debtor Subsidiaries which became effective on February 25, 2003. Under the Plan and the Confirmation Order, all assets and liabilities of Dehon Enterprises and SRT were substantively consolidated with the assets and liabilities of Seller, including, without limitation, all right, title and interest of Dehon Enterprises and SRT in, to and under the inventions and associated intellectual property commonly known as "Commercial Advance®," and the related inventions and associated intellectual property commonly known as "Movie Advance®." Commercial Advance® and Movie Advance®, including the associated intellectual property, are sometimes collectively referred to below as the "CA Inventions."

C. Pursuant to the Plan and the Confirmation Order, Stephen S. Gray was approved as the Plan Administrator and President of Seller.

D. JRI is the inventor of the CA Inventions. He also is the sole shareholder of IMA, and the sole manager and one of the members of Monterey. The members of Buyer include JRI and all of the other members of Monterey, among others.

E. JRI transferred rights to the CA Inventions to Dehon Enterprises and SRT pursuant to an Invention Assignment Agreement dated May 1, 1993, as amended by (i) that certain letter agreement between JRI and Dehon Enterprises dated October 29, 1996, and (ii) that certain Notice of Assignment (the "Notice of Assignment") from JRI to Dehon Enterprises dated October 29, 1996 (collectively, the "Invention Agreement").

F. Dehon Enterprises and SRT have granted licenses to use the CA Inventions to certain consumer electronics manufacturers and other entities ("Licensees"). Under the terms of the Invention Agreement, a portion of the royalty payments received by Dehon Enterprises and SRT from Licensees are payable to JRI. With the consent of Dehon Enterprises and SRT, JRI assigned his right to receive royalty payments from Dehon Enterprises and SRT under the Invention Agreement to Monterey pursuant to the Notice of Assignment.

G. Pursuant to that certain Investment Purchase Agreement dated December 31, 1996 (the "Investment Purchase Agreement") among JRI, IMA and SRT, a portion of the royalty payments received by Dehon Enterprises and SRT from Licensees are payable to IMA.

H. Pursuant to that certain Contribution, Transfer and Assignment Agreement dated as of June \_\_, 2003 (the "Assignment Agreement"), JRI, IMA and Monterey assigned to Buyer all their right, title and interest in and to any and all claims relating to the Assets, the Invention Agreement and the Investment Purchase Agreement, including, without limitation, claims relating to the right to receive Invention Agreement Payments and Investment Purchase Agreement Payments and claims made in the JRI and IMA Claim (as such terms are defined in Section 1) and any and all proofs of claims filed by JRI, IMA and Monterey.

I. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in, to and under the CA Inventions, upon the terms and conditions set forth in this Agreement.

J. The parties intend to consummate the purchase and sale provided for in this Agreement pursuant to and conditioned upon the entry of an order of the Bankruptcy Court approving the sale of the Assets (as defined in Section 1) to Buyer free and clear of all Encumbrances (as defined in Section 1).

ACCORDINGLY, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"Affiliate" — as defined in §101(2) of the Bankruptcy Code.

"Agreed Value" — as defined in Section 2.3(b) of this Agreement.

**“Allocation”** — as defined in Section 2.3(c) of this Agreement.

**“Applicable Contracts”** — all Contracts to which Seller or any of its Affiliates is a party or otherwise bound, and which relate to, or may affect, the CA Inventions, including without limitation any Contract which relates to, or may affect, the CA Inventions and which has been rejected pursuant to Section 365 of the Bankruptcy Code and as to which the non-debtor party makes the election available to it under Section 365(n)(1)(B) of the Bankruptcy Code.

**“Applicable Contract Rights”** — as defined in Section 2.1(g) of this Agreement.

**“Assets”** — as defined in Section 2.1 of this Agreement.

**“Assignment Agreement”** — as defined in Recital H of this Agreement.

**“Auction”** — as defined in Section 10.2(a) of this Agreement.

**“Bankruptcy Code”** — the Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and codified as 11 U.S.C. Section 101 *et. seq.*

**“Bankruptcy Court”** — as defined in Recital A of this Agreement.

**“Bill of Sale”** — as defined in Section 2.5(a)(iv) of this Agreement.

**“Books and Records”** — as defined in Section 2.1(f) of this Agreement.

**“Break-up Fee”** — as defined in Section 10.2(c) of this Agreement.

**“Buyer”** — as defined in the first paragraph of this Agreement.

**“CA Inventions”** — as defined in Recital B of this Agreement.

**“Case”** — the Chapter 11 case of Seller pending in the Bankruptcy Court as “In re Dehon, Inc. et al.”, Case Dkt. No. 02-41045 (HJB).

**“Closing”** — as defined in Section 2.4 of this Agreement.

**“Closing Date”** — the date and time as of which the Closing actually takes place.

**“Code”** — the Internal Revenue Code of 1986, as amended.

**“Confirmation Order”** — as defined in Recital B of this Agreement.

**“Consent”** — any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

**“Contemplated Transactions”** — all of the transactions contemplated by this Agreement, including without limitation:

- (a) the sale of the Assets by Seller to Buyer;
- (b) the performance by the parties of their respective covenants and obligations under this Agreement; and
- (c) Buyer’s acquisition of the Assets free and clear of all Encumbrances.

**“Contract”** — any written agreement, contract, obligation, promise, or undertaking.

**“Copyrights”** — as defined in Section 2.1(c) of this Agreement.

**“Dehon Enterprises”** — as defined in Recital A of this Agreement.

**“Encumbrance”** — any charge, claim, interest, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including without limitation any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership, and including without limitation all liens, claims, encumbrances and interests as described in, or within the intended purview of, 11 U.S.C. § 363(f), excluding only claims for unpaid Invention Agreement Payments and Invention Purchase Agreement Payments which claims are being waived and released hereunder.

**“Equipment”** — as defined in Section 2.1(e) of this Agreement.

**“Governmental Authorization”** — any approval, Consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

**“Governmental Body”** — any:

- (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;
- (b) federal, state, local, municipal, foreign, or other government;
- (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);
- (d) multinational organization or body; or

(e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

**“IMA”** — as defined in the first paragraph of this Agreement.

**“Invention Agreement”** — as defined in Recital E of this Agreement.

**“Invention Agreement Payments”** — those payments required to be made by Seller to Monterey under the Invention Agreement.

**“Invention Purchase Agreement”** — as defined in Recital G of this Agreement.

**“Invention Purchase Agreement Payments”** — those payments required to be made by Dehon Enterprises and SRT to IMA under the Invention Purchase Agreement.

**“IRS”** — the Internal Revenue Service of the United States Department of the Treasury.

**“JRI”** — as defined in the first paragraph of this Agreement.

**“JRI and IMA Claim”** — as defined in Section 2.3(a)(iv) of this Agreement.

**“Knowledge”** — an individual will be deemed to have “Knowledge” of a particular fact or other matter if such individual is actually aware of such fact or other matter. An entity will be deemed to have “Knowledge” of a particular fact or other matter if any officer, director or, with respect to a limited liability company, any manager, is actually aware of such fact or other matter.

**“Legal Requirement”** — any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

**“Licensees”** — as defined in Recital F of this Agreement.

**“Monterey”** — as defined in the first paragraph of this Agreement.

**“Monterey Motion”** — as defined in Section 2.3(a)(vi) of this Agreement.

**“Net Buyer Royalty Payments”** — as defined in Section 2.1(h) of this Agreement.

**“Notice of Assignment”** — as defined in Recital E of this Agreement.

**“Order”** — any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

**“Organizational Documents”** — (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles of organization or certificate of formation and the operating agreement of a limited liability company; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to any of the foregoing.

**“Other Intellectual Property”** — as defined in Section 2.1(d) of this Agreement.

**“Patents”** — all United States and foreign patents, patent applications, continuations in part, divisional applications, and inventions and discoveries that may be patentable, relating to the CA Inventions, including without limitation those listed on Schedule 1 to this Agreement.

**“Person”** — any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

**“Plan”** — as defined in Recital B of this Agreement.

**“Plan Administrator”** — as defined in the first paragraph of this Agreement.

**“Preliminary Order”** — the Order of the Bankruptcy Court, which Order shall not have been stayed, vacated or otherwise rendered ineffective, and issued by the Bankruptcy Court in the form attached hereto as Schedule 2.

**“Proceeding”** — any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

**“Qualifying Bid”** — as defined in Section 10.2(b)(ii) of this Agreement.

**“Representative”** — with respect to a particular Person, any director, officer, member, manager, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

**“SRT”** — as defined in Recital A of this Agreement.

**“Sale and Assignment Hearing”** — as defined in Section 10.2(b)(iii) of this Agreement.

**“Sale and Assignment Hearing Date”** — as defined in Section 10.2(b)(viii) of this Agreement.

**“Sale and Assignment Order”** — an Order of the Bankruptcy Court, which Order shall not have been stayed, vacated or otherwise rendered ineffective, authorizing, among other things, the sale of the Assets to Buyer pursuant to the terms and conditions of this Agreement and all other transactions and agreements contemplated hereby and substantially in the form attached hereto as Schedule 3 and approved by the Buyer prior to filing with the Bankruptcy Court.

**“Seller”** — as defined in the first paragraph of this Agreement.

**“Seller Group”** — as defined in Section 2.3(a)(i) of this Agreement.

**“Tax” or “Taxes”** — any tax, however denominated (including any income or franchise tax, gross receipts or gross income tax, business license tax, occupation tax, capital gains tax, value-added tax, ad valorem tax, sales tax, use tax, excise tax, real or personal property tax, stamp tax, environmental tax, transfer tax, gift tax, estate tax, payroll or employee withholding tax, unemployment insurance tax, workers’ compensation tax, pension benefit guaranty corporation premiums and other governmental charges, and social security tax), levy, assessment, tariff, duty (including any customs duty), deficiency, or other fee, and any related charge or amount (including any fine, penalty, interest, or addition to tax), imposed, assessed, or collected by or under the authority of any Governmental Body or payable pursuant to any tax-sharing agreement or any other Contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee.

**“Third-Party Intellectual Property Rights”** — as defined in Section 2.1(i) of this Agreement.

**“Threatened”** — a claim, Proceeding, dispute, action, or other matter will be deemed to have been “Threatened” if any demand or statement has been made (in writing) or any notice has been given (in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

**“Trademarks”** — the names “Commercial Advance” and “Movie Advance” and all other fictional business names, trade names, registered and unregistered trademarks, service marks, and applications, relating to the CA Inventions, including without limitation those listed on Schedule 4 to this Agreement.

## 2. SALE AND TRANSFER OF ASSETS; CLOSING

### 2.1 PURCHASE AND SALE OF ASSETS

Subject to the approval of the Bankruptcy Court pursuant to the Preliminary Order, the Sale and Assignment Order and the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any and all Encumbrances and other interests, all of Seller's right, title and interest in, to and under the CA Inventions and all of the following assets related thereto (collectively with the CA Inventions, the "Assets"):

- (a) the Trademarks, including all associated goodwill;
- (b) the Patents;
- (c) all copyrights in both published works and unpublished works relating to the CA Inventions (the "Copyrights");
- (d) all other patents, patent applications, copyrights, copyright registrations and applications, trademarks, trademark registrations, applications for trademark registration, trade names and trade name rights, ideas, improvements (including, without limitation any improvements developed by Licensees), modifications, inventions, computer software, mask works, know-how, trade secrets, processes, techniques, designs, proprietary technical information, data, Licensee information, research and development in progress, and other intellectual property related to the CA Inventions (the "Other Intellectual Property");
- (e) all equipment of Seller used exclusively in connection with the CA Inventions (the "Equipment");
- (f) copies of all books, records, standard operating procedures, manuals, support documentation and other documents in Seller's possession or under its control pertaining to the Assets and the Applicable Contracts (collectively, the "Books and Records");
- (g) all rights, if any, of Seller under the Applicable Contracts, including without limitation, any right of Seller to receive royalty and other payments from Licensees either under the Applicable Contracts or under Section 365(n) of the Bankruptcy Code and the right, if any, to improvements to the CA Inventions developed by Licensees and other parties to the Applicable Contracts (the "Applicable Contract Rights");
- (h) all royalty payments received by Seller or which Seller may be entitled to receive from Licensees which are attributable to the period from January 1, 2003 to the Closing Date, less the total amount actually paid by Seller during such period

for maintenance of registrations of Patents and Trademarks, including attorneys' fees and filing fees related thereto (collectively, the "Net Buyer Royalty Payments"), which as of the date hereof is estimated to be \$8,311.00; and

(i) all of Seller's right, title and interest, if any, in and to intellectual property related to the CA Inventions which are held by or licensed to other Persons, including without limitation Design Labs, Inc. and Thomson Consumer Electronics, Inc. and their respective successors (the "Third-Party Intellectual Property Rights").

## **2.2 NO ASSUMPTION OF LIABILITIES**

Notwithstanding any other provision of this Agreement, the parties hereto agree that Buyer is not a successor to Seller or its Affiliates for any purpose. Buyer is not and will not acquire or assume any liability or obligation of Seller or its Affiliates related to the Assets arising prior to the Closing Date.

## **2.3 CONSIDERATION; AGREED VALUE; ALLOCATION**

(a) Consideration. As consideration for the purchase of the Assets:

(i) IMA, for itself and on behalf of its direct or indirect Affiliates, successors and assigns, shall release Seller and the Plan Administrator and each of their respective Affiliates, successors and assigns, directors, officers, shareholders, representatives, agents and employees (collectively, the "Seller Group") from any and all claims relating to the Assets, the Invention Agreement and the Invention Purchase Agreement, including, without limitation, any claims relating to the right to receive Invention Agreement Payments and Invention Purchase Agreement Payments arising prior to January 1, 2003 (which as of the date hereof totals approximately \$721,160.09), but excluding any and all claims arising under this Agreement or the Bill of Sale;

(ii) Monterey, for itself and on behalf of its direct or indirect Affiliates, successors and assigns, members, managers, officers, representatives, agents and employees, shall release the Seller Group from any and all claims relating to the Assets and the Invention Agreement, including without limitation, any claims relating to the right to receive Invention Agreement Payments arising prior to January 1, 2003 (which as of the date hereof totals approximately \$297,514.53), but excluding any and all claims arising under this Agreement or the Bill of Sale;

(iii) JRI, for himself and on behalf of his direct or indirect Affiliates, heirs, successors and assigns, shall release the Seller Group from any and all claims relating to the Assets and the Invention Agreement, including without limitation, any claims relating to the right to receive Invention Agreement Payments arising prior to

January 1, 2003, which JRI assigned to Monterey pursuant to the Notice of Assignment, but excluding any and all claims arising under this Agreement or the Bill of Sale;

(iv) IMA, JRI and Buyer shall release with prejudice all claims made in that certain Proceeding entitled Invention Management Associates, Inc. and Jerry R. Igulden v. Arthur D. Little Enterprises, Inc., Arthur D. Little, Inc. and SRT, Inc., Case No. CV01-9708 ABC (Ex), filed with the United States District Court for the Central District of California, which was dismissed without prejudice on April 1, 2003 (the "JRI and IMA Claim");

(v) Buyer, for itself and on behalf of its direct or indirect Affiliates, successors and assigns, members, managers, officers, representatives, agents and employees, shall release the Seller Group from any and all claims relating to the Assets, the Invention Agreement and the Investment Purchase Agreement, including without limitation any claims relating to the right to receive Invention Agreement Payments and Investment Purchase Agreement Payments arising prior to January 1, 2003 (which as of the date hereof totals approximately \$1,018,674.62, and which the parties acknowledge is the sum of the amounts referred to in the parentheticals in Sections 2.3(a)(i) and (ii)), but excluding any and all claims arising under this Agreement or the Bill of Sale;

(vi) Monterey, IMA, JRI and Buyer shall withdraw the "Motion (A) For Finding That Debtors' Rejection Of Contract Constitutes Merely A Breach And Not A Termination Of The Contract And Gives Rise To Claims For Relief In Addition To Money Damages, And (B) For Entry Of Order Granting Such Relief," filed with the Bankruptcy Court in connection with the Case (the "Monterey Motion") with prejudice pursuant to a form of withdrawal reasonably acceptable to the parties; and

(vii) Any and all proofs of claim filed by IMA, JRI, Monterey or Buyer against Seller or any of its Debtor Subsidiaries shall be deemed to be disallowed in their entirety.

Subsections (i), (ii), (iii), (iv), (v), (vi) and (vii) are sometimes collectively referred to in this Agreement as the "Consideration." Monterey, IMA, JRI and Buyer shall each execute a release substantially in the form of Schedule 5 attached hereto to evidence the releases contemplated by subsections (i) through (v).

(b) Agreed Value. The parties hereby agree that the aggregate value of the Consideration in monetary terms is \$660,000.00 (the "Agreed Value").

(c) Allocation. The Agreed Value shall be allocated amongst the Assets as set forth in Schedule 6 attached to this Agreement (the "Allocation"), which Allocation shall be binding upon Buyer and Seller. Buyer and Seller agree to report the transactions

set forth herein for federal and state tax purposes in accordance with the Allocation, including, but not limited to, for purposes of filing IRS Form 8594.

#### 2.4 CLOSING

The closing (the "Closing") of the purchase and sale provided for in this Agreement shall take place at the offices of Heller Ehrman White & McAuliffe LLP, 601 South Figueroa Street, 40<sup>th</sup> Floor, Los Angeles, California 90017, as soon as practicable following entry of the Sale and Assignment Order but in any case within 12 days thereafter. Subject to the provisions of Section 8, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.4 shall not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement. The parties agree that Buyer may purchase the Assets in the name of the Buyer or one of Buyer's Affiliates, as Buyer shall determine; provided, however, that to the extent Buyer shall assign its rights under this Agreement to an Affiliate, Buyer shall cause such Affiliate to execute and deliver a release in the form of the release contemplated by Section 2.3(a)(v) of this Agreement.

#### 2.5 CLOSING OBLIGATIONS

At the Closing, subject to the terms and conditions of this Agreement:

- (a) Seller and the Plan Administrator shall deliver to Buyer:
  - (i) a certified copy of the entered Sale and Assignment Order from the Bankruptcy Court;
  - (ii) a certificate executed by Seller and the Plan Administrator representing and warranting to Buyer that the conditions set forth in Sections 6.1 and 6.2 have been met;
  - (iii) by wire transfer, all of the Net Buyer Royalty Payments;
  - (iv) a bill of sale and assignment substantially in the form attached hereto as Schedule 7 (the "Bill of Sale"), executed by Seller;
  - (v) a release in the form of Schedule 8 to this Agreement duly executed by Seller, the Plan Administrator, Dehon Enterprises and SRT; and
  - (vi) the Books and Records and the Equipment.
- (b) Buyer shall deliver to Seller:

(i) the release required by Section 2.3(a)(i)-(v), duly executed by IMA, Monterey, JRI and Buyer;

(ii) a certificate executed by Buyer, IMA, JRI and Monterey representing and warranting to Seller that the conditions set forth in Sections 7.1 and 7.2 have been met; and

(iii) an original of the withdrawal required by Section 2.3(a)(vi) signed by counsel to the parties filing the Monterey Motion.

3. REPRESENTATIONS AND WARRANTIES OF SELLER AND PLAN ADMINISTRATOR

The Seller and Plan Administrator hereby represent and warrant to Buyer that the statements set forth below are true and complete:

3.1 ORGANIZATION AND GOOD STANDING

Seller is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts, with full corporate power and authority to conduct its business, to own or use the properties and assets that it purports to own or use, and, subject to the restrictions and impact of Seller being a debtor subject to the Plan and the Confirmation Order, to perform all its obligations under this Agreement. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Code.

3.2 AUTHORITY; ENFORCEABILITY

Subject to the Plan and the entry of the Preliminary Order and the Sale and Assignment Order:

(a) Assuming the due authorization, execution and delivery hereof by Buyer, this Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, and upon the execution and delivery by Seller of the Bill of Sale, the Bill of Sale will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(b) Seller has the right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;

(c) Seller has the right, power, authority and capacity to execute and deliver the Bill of Sale and to perform its obligations under the Bill of Sale; and

(d) All required approvals of the board of directors of Seller relating to the Contemplated Transactions have been duly and properly obtained.

### 3.3 TITLE TO ASSETS

Subject to entry of the Sale and Assignment Order, at the Closing, Buyer will receive good, valid and marketable title to all of the Assets, free and clear of all Encumbrances and other interests.

### 3.4 APPLICABLE CONTRACTS

(a) Schedule 9 to this Agreement contains a list of all Applicable Contracts of which the Plan Administrator has Knowledge, including, to the Knowledge of the Plan Administrator, all written amendments and modifications thereto. Copies (including all modifications and amendments) of the Applicable Contracts listed on Schedule 9 have been made available by Seller to Buyer. Buyer acknowledges that some or all of the Applicable Contracts may have been rejected under Sections 365 and 1121 of the Bankruptcy Code.

(b) To the Knowledge of the Plan Administrator, Schedule 10 to this Agreement contains a list of all payments received by Seller under the Applicable Contracts or in accordance with Section 365(n) of the Bankruptcy Code through May 9, 2003.

### 3.5 CERTAIN PROCEEDINGS

There is no pending Proceeding (other than the Case) that has been commenced against Seller or the Plan Administrator that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To the Knowledge of Seller and the Plan Administrator, no such Proceeding has been Threatened.

## 4. REPRESENTATIONS AND WARRANTIES OF BUYER, JRI, IMA AND MONTEREY

Buyer, JRI, Monterey and IMA hereby represent and warrant to Seller that the statements set forth below are true and complete:

### 4.1 ORGANIZATION AND GOOD STANDING

Each of Buyer and Monterey is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and IMA is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. Each of Buyer, Monterey and IMA has full power and authority to conduct their respective businesses as such business is now being conducted, and to own or use the properties and assets that each purports to own or use.

#### 4.2 AUTHORITY; ENFORCEABILITY; NO CONFLICT

(a) Assuming the due authorization, execution and delivery hereof by Seller, this Agreement constitutes the legal, valid, and binding obligation of Buyer, IMA, Monterey and JRI, enforceable against each in accordance with its terms. Each of Buyer, IMA, Monterey and JRI has the right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement and the Contemplated Transactions have been duly authorized by all necessary corporate and limited liability company actions (as the case may be) of Buyer, IMA and Monterey.

(b) Neither the execution and delivery of this Agreement by Buyer, IMA, Monterey and JRI nor the consummation or performance of any of the Contemplated Transactions by any of them will, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Buyer, IMA and Monterey; or

(ii) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which any of Buyer, IMA, Monterey or JRI, or any of the assets owned or used by any of them may be subject.

(c) Except for entry of the Sale and Assignment Order, none of Buyer, IMA, Monterey or JRI is and will not be required to obtain any Consent from any Person in connection with the execution and delivery of this Agreement by any of them or the consummation or performance by Buyer, IMA, Monterey, or JRI of any of the Contemplated Transactions.

#### 4.3 NO ASSIGNMENT

Except pursuant to the Assignment Agreement, none of Buyer, IMA, JRI or Monterey has assigned, sold, pledged, transferred or granted a security interest in any claims or proofs of claim asserted or filed against Seller, Dehon Enterprises, SRT or any other Affiliates of Seller. The Assignment Agreement involved only the transfer of claims by IMA, JRI and Monterey to Buyer, and no third party has acquired from IMA, JRI, Monterey or Buyer any interest in any claims or proofs of claim asserted or filed against Seller, Dehon Enterprises, SRT or any other Affiliates of Seller.

#### 4.4 CERTAIN PROCEEDINGS

There is no pending Proceeding that has been commenced against any of Buyer, IMA, Monterey or JRI that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To

the Knowledge of Buyer, IMA, Monterey or JRI, no such Proceeding has been Threatened.

## 5. COVENANTS OF SELLER AND PLAN ADMINISTRATOR

### 5.1 ACCESS AND INVESTIGATION

Between the date of this Agreement and the Closing Date, Seller will (a) provide Buyer and its Representatives reasonable full and free access to Seller's personnel, properties, computer systems, Applicable Contracts and Books and Records relating to the Assets, (b) make available to Buyer and its Representatives for copying all such Applicable Contracts, Books and Records, and other existing documents and data relating to the Assets as Buyer may reasonably request, and (c) make available to Buyer and its Representatives such additional financial, operating, and other data and information relating to the Assets as Buyer may reasonably request.

### 5.2 MAINTENANCE OF THE ASSETS

Between the date of this Agreement and the Closing Date, Seller will:

(a) take all actions and pay all fees reasonably necessary to maintain the Patents and to maintain the registrations of the Trademarks in the United States and all foreign jurisdictions but only to the extent the Plan Administrator has Knowledge of such fees or the need to take such actions; and

(b) not sell, transfer, encumber or otherwise dispose of any of the Assets or enter into any material commitment, obligation or agreement with respect to or impacting the Assets, except as contemplated by this Agreement.

### 5.3 REQUIRED APPROVALS

As promptly as practicable after the date of this Agreement, Seller and the Plan Administrator shall file motions for entry of the Preliminary Order and the Sale and Assignment Order as contemplated by Section 5.4 below. From the date of this Agreement through December 31, 2003, Seller and the Plan Administrator will cooperate with Buyer with respect to all filings that Buyer may be required by Legal Requirements to make in connection with the Contemplated Transactions if the failure to make such filings (i) would have a material adverse effect on the Assets and (ii) such cooperation does not result in Seller having to expend more than \$5,000.00 in the aggregate.

### 5.4 BANKRUPTCY COURT FILINGS

(a) Seller and the Plan Administrator shall promptly file a motion with the Bankruptcy Court seeking entry of the Preliminary Order, which shall contain the terms and conditions set forth in Section 10.2 below.

(b) Seller and the Plan Administrator shall promptly file a motion requesting a hearing on June 24, 2003 for the purpose of obtaining an entry of the Sale and Assignment Order, which order shall, among other things, (i) approve the sale of the Assets to Buyer free and clear of all Encumbrances and other interests pursuant to the Bankruptcy Code; (ii) provide that Buyer is a "good faith purchaser" and is afforded all protections granted under the Bankruptcy Code; (iii) provide that Buyer shall not be deemed a successor to the Seller or its Affiliates or the Plan Administrator for any purpose, including but not limited to any and all liabilities or claims of any kind whatsoever that may exist against Seller or its Affiliates or the Plan Administrator; (iv) provide that the instruments of transfer to be made and delivered by Seller pursuant to this Agreement are so made and delivered under a plan confirmed under Section 1129 of the Bankruptcy Code and may not be taxed under any law imposing a stamp tax or similar tax; and (v) provide that the stay of FRBP 6004(g) shall not apply to the transfer of the Assets.

(c) As promptly as practicable, Seller and the Plan Administrator will provide Buyer with copies of all motions, applications and supporting papers prepared by Seller or the Plan Administrator in connection with this Agreement (including forms of orders and notices to interested parties) prior to the filing thereof in the Case.

## 6. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

### 6.1 ACCURACY OF REPRESENTATIONS

All of Seller's and the Plan Administrator's representations and warranties in this Agreement must have been accurate in all material respects as of the date of this Agreement and as of the Closing Date as if made on the Closing Date.

### 6.2 PERFORMANCE

(a) All of the covenants and obligations that Seller and the Plan Administrator are required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

(b) Each document required to be delivered pursuant to Section 2.5(a) must have been delivered.

### **6.3 NO PROCEEDINGS**

Since the date of this Agreement, there must not have been commenced or Threatened against Buyer, or against any Person affiliated with Buyer, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

### **6.4 ENTRY OF THE PRELIMINARY ORDER AND THE SALE AND ASSIGNMENT ORDER**

The Preliminary Order and the Sale and Assignment Order shall have been entered approving and authorizing the transfer of the Assets to Buyer free and clear of all Encumbrances and other interests, and such Orders shall not have been stayed pending appeal.

### **6.5 NO MATERIAL ADVERSE CHANGE**

Between the date of this Agreement and the Closing Date, there shall have been no event or occurrence that would have a material adverse effect on the value of the Assets.

## **7. CONDITIONS PRECEDENT TO SELLER'S AND PLAN ADMINISTRATOR'S OBLIGATION TO CLOSE**

Seller's and the Plan Administrator's obligation to sell the Assets and to take the other actions required to be taken by Seller and the Plan Administrator at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller and the Plan Administrator, in whole or in part):

### **7.1 ACCURACY OF REPRESENTATIONS**

All of the representations and warranties of Buyer, IMA, Monterey and JRI in this Agreement must have been accurate in all material respects as of the date of this Agreement and as of the Closing Date as if made on the Closing Date.

### **7.2 PERFORMANCE**

(a) All of the covenants and obligations that Buyer, IMA, Monterey and JRI are required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects.

(b) Each document required to be delivered pursuant to Section 2.5(b) must have been delivered.

7.3 ENTRY OF THE PRELIMINARY ORDER AND THE SALE AND ASSIGNMENT ORDER

The Preliminary Order and the Sale and Assignment Order shall have been issued approving and authorizing the transfer of the Assets to Buyer free and clear of all Encumbrances and other interests, and such Orders shall not have been stayed pending appeal.

8. BREAK-UP FEE; TERMINATION

8.1 TERMINATION EVENTS

This Agreement may, by notice given prior to the Closing, be terminated:

(a) by Buyer if a material breach of any provision of this Agreement has been committed by the Seller or the Plan Administrator and such breach has not been waived by Buyer or cured within five days after written notice of such breach is delivered to Seller and the Plan Administrator;

(b) by Seller and the Plan Administrator if a material breach of any provision of this Agreement has been committed by Buyer or any of Buyer's Affiliates and such breach has not been waived by Seller and the Plan Administrator or cured within five days after written notice of such breach is delivered to Buyer;

(c) (i) by Buyer if any of the conditions in Section 6 has not been satisfied as of the Closing Date and Buyer has not waived such condition on or before the Closing Date; or (ii) by Seller and the Plan Administrator if any of the conditions in Section 7 has not been satisfied as of the Closing Date and Seller and the Plan Administrator have not waived such condition on or before the Closing Date;

(d) by mutual consent of the parties;

(e) by any of the parties hereto if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before July 31, 2003, or such later date as the parties may agree upon; or

(f) by Seller and the Plan Administrator, if Seller and the Plan Administrator receive, accept and a closing occurs with respect to a higher and better offer, subject to Buyer's rights set forth in Section 8.2.

8.2 EFFECT OF TERMINATION

A party's right of termination under Section 8.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination

will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the parties under this Agreement will terminate; provided, however, that (a) if this Agreement is terminated by Seller and the Plan Administrator pursuant to Section 8.1(f), Seller and the Plan Administrator shall pay to Buyer the Break-up Fee pursuant to the provisions of Section 10.2, and (b) if this Agreement is terminated by a party because of the breach of this Agreement by another party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of another party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

## 9. SURVIVAL

All representations, warranties and covenants in this Agreement and in any other certificate or document delivered pursuant to this Agreement will survive the Closing and the consummation of the Contemplated Transactions until December 31, 2003.

## 10. OTHER COVENANTS

### 10.1 NOTICES TO CREDITORS

Seller and the Plan Administrator will timely give all notices to creditors and other Persons required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (subject to any limitations approved by the Bankruptcy Court).

### 10.2 BIDDING PROCEDURES; BREAK-UP FEE

(a) The Preliminary Order shall (i) authorize the conduct of a single outcry or "viva voce" auction relating to the sale of the Assets (the "Auction"), and (ii) approve the bidding procedures for the Auction as set forth below, including the Break-up Fee (as defined below), and notice for the Auction and sale process.

(b) The following bidding procedures shall govern the Auction and process by which Seller and the Plan Administrator will accept and consider higher and better offers for the Assets:

(i) Within three business days of entry of the Preliminary Order, Seller and the Plan Administrator shall serve copies of the motion for entry of the Sale and Assignment Order, this Agreement, notice of the Auction, the Preliminary Order and the proposed Sale and Assignment Order on those persons who were contacted by Seller or the Official Committee of Unsecured Creditors of Seller (the "Committee") or who contacted Seller or the Committee with respect to the potential purchase of the Assets;

(ii) Any party wishing to submit a competing bid for the Assets and participate in the Auction must comply with these bid procedures and submit such

offer, in writing, to Douglas B. Rosner, Esq., Counsel to the Plan Administrator, Goulston & Storrs, P.C., 400 Atlantic Avenue, Boston, MA 02110, Telephone number: (617) 574-6517, Facsimile number: (617) 574-7627, no later than 12:00 noon (Boston, MA local time), on the day prior to the Auction (a "Qualifying Bid");

(iii) The Plan Administrator and/or Seller will inform Buyer's counsel of any Qualifying Bids and will provide Buyer with copies of such bids at or prior to the sale and assignment hearing (the "Sale and Assignment Hearing");

(iv) All Qualifying Bids must (1) be in writing and contain the identity of such potential bidder and an irrevocable offer to purchase all of the Assets substantially under the same or better terms as set forth in this Agreement, including without limitation that, notwithstanding any of the other terms and conditions of such offer, such offer shall be required to close in full not later than 12 days after entry of a sale and assignment order, (2) contain a purchase price having a net present value exceeding the Agreed Value by not less than \$44,000.00, (3) be accompanied by delivery of a cashier's check or wire transfer payable to "Dehon, Inc." in the amount of \$100,000.00 (the "Bid Deposit"), (4) be accompanied by a mark-up of this Agreement showing any edits or additions proposed by such bidder, provided, however, that such bid must contain a statement by such bidder agreeing to assume all of Seller's obligations with respect to the Assets, (5) contain proof satisfactory to Seller and the Plan Administrator of the bidder's financial ability to complete the transaction contemplated by such offer, (6) state that such bid is not subject to, or conditioned on, any contingency or condition other than as set forth in this Agreement, including, without limitation, the outcome of unperformed due diligence by bidder or upon any financing contingency, and (7) state that such bid shall be irrevocable until the earlier of (A) a closing on the highest and best offer received at the Sale and Assignment Hearing and (B) July 31, 2003. The Bid Deposit shall be credited to the purchase price if such bidder is the successful bidder or, if not, returned to the potential bidder. In the event that the successful bidder does not close, the Bid Deposit shall be retained as liquidated damages and Seller and the Plan Administrator shall seek to close with the next highest bidder;

(v) Any party seeking to obtain any financial or other information in connection with evaluating the Assets and/or submitting a bid must execute a confidentiality agreement in customary form satisfactory to Seller;

(vi) Bids at the Auction shall be made in aggregate minimum increments of \$10,000.00 (or as otherwise directed by the Bankruptcy Court);

(vii) If no Qualifying Bid is received, no Auction will be conducted and Seller and the Plan Administrator shall request that the Bankruptcy Court enter an Order approving the sale of the Assets to Buyer pursuant to this Agreement;

(viii) If Seller receives a Qualifying Bid(s), an Auction will be conducted in the Bankruptcy Court, Worcester, Massachusetts on June 24, 2003, beginning at 11:30 a.m. (EDT) (the "Sale and Assignment Hearing Date") or such other time or place as the Seller or the Plan Administrator shall notify all bidders that have submitted Qualifying Bids. Only the Buyer and those bidders having Qualifying Bids will be entitled to make any subsequent competing offers at the Auction. Bidding at the Auction will continue until such time as the highest and best offer is determined by the Plan Administrator and/or the Bankruptcy Court;

(ix) All bidders shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and to have waived any right to a jury trial in connection with any disputes relating to the Auction and the sale of the Assets;

(x) The Seller and Plan Administrator reserve the right to (i) determine, in their discretion, which bid, if any, is the highest and best offer, (ii) reject any bid that Seller and Plan Administrator deem to be inadequate, insufficient or otherwise unsatisfactory, (iii) change the location of the Auction, and/or (iv) adjourn the Auction by announcing such adjournment at the Auction; and

(xi) If, for any reason, the entity that makes the highest and best offer fails to consummate the transactions contemplated by this Agreement, the bidder making the second and the next highest and best Qualifying Bid automatically will be deemed to have submitted the highest and best bid without further order of the Bankruptcy Court. In the event an entity selected as having the highest and best offer fails to consummate the transaction contemplated by this Agreement, such entity shall forfeit its deposit and be subject to such other rights and remedies that Seller and the Plan Administrator may have for such failure.

(c) In the event that Seller and the Plan Administrator shall accept an offer in any form at any time, including a higher and better offer, relating to the sale of any of the Assets, and a closing relating thereto shall occur, then Buyer shall, without further court order, be entitled to receive, and the Seller and the Plan Administrator shall forthwith pay as liquidated damages and not as a penalty, a break-up fee equal to \$21,970.00 (the "Break-up Fee"), which payment shall be deemed to be made pursuant to 11 U.S.C. §503(b)(1)(A) and, if applicable, §506(c). The Break-up Fee shall be secured by a first priority lien on any sale proceeds received in connection with such sale.

(d) Promptly upon entry of the Preliminary Order, Seller and the Plan Administrator shall cause notice of the Auction and bidding procedures to be sent via U.S. first class mail, postage prepaid, to (i) the United States Trustee, (ii) each party that has filed a notice of appearance in the Case, and (iii) any party Seller believes may have an interest in purchasing the Assets.

### 10.3 CONFIDENTIALITY

As used in this Section 10.3, the term "Confidential Information" means any and all trade secrets or other confidential or proprietary information or other information of any kind, nature or description concerning any matters affecting or relating to the CA Inventions which derives economic value, actual or potential, from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use, but such term shall not include any information (1) to the extent such information is in the public domain; or (2) to the extent that the recipient of such information has received the same from a third party having no duty or obligation of non-disclosure. From and after the Closing, Seller and the Plan Administrator will keep confidential and will not directly or indirectly divulge to any Person or use or otherwise appropriate for their own benefit, any Confidential Information. Notwithstanding anything herein to the contrary, any party to this Agreement and its Representatives may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Contemplated Transactions and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure.

### 10.4 LETTER TO LICENSEES

Promptly after the Closing Date, Seller will cause to be executed on behalf of Dehon Enterprises, letters to Licensees substantially in the form attached hereto as Schedule 11 (which Buyer shall prepare for signature), informing such Licensees of the status of their license agreements and instructing them that all future royalty payments shall be paid to TeleVentions, LLC. Buyer shall be responsible for sending the letters to the Licensees.

### 10.5 FUTURE ROYALTY PAYMENTS

If, after the Closing Date:

- (a) Seller or the Plan Administrator (or any of their Affiliates or Representatives) receives any Net Buyer Royalty Payments, Seller and the Plan Administrator shall promptly (and in any event within 15 days of receipt) pay such amounts to Buyer; or
- (b) Buyer, Monterey, IMA and/or JRI (or any of their respective Affiliates or successors and assigns) receives any royalty payments from Licensees attributable to the period prior to January 1, 2003, Buyer, Monterey, IMA and/or JRI shall promptly (and in any event within 15 days of receipt) pay such amounts to Seller and the Plan Administrator.

## 11. GENERAL PROVISIONS

### 11.1 EXPENSES

Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of Representatives.

### 11.2 NOTICES

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), or (b) sent by telecopier (with written confirmation of transmission), provided that a copy is mailed by certified mail, return receipt requested, or (c) when received by the addressee if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

If to Seller and/or Plan Administrator:

Dehon, Inc.  
200 Boston Avenue  
Medford, Massachusetts 02155  
Attn: President or Authorized Person  
Facsimile No. (781) 396-0717

Mr. Stephen S. Gray  
The Recovery Group  
270 Congress Street  
Boston, Massachusetts 02210  
Facsimile No. (617) 482-9804

with a copy to:

Goulston & Storrs, P.C.  
400 Atlantic Avenue  
Boston, Massachusetts 02110-3333  
Attn: Douglas B. Rosner, Esq.  
Facsimile No. (617) 574-7627

If to Buyer, IMA, JRI and/or Monterey:

TeleVentions, LLC  
10345 West Olympic Boulevard  
Los Angeles, California 90064-2524  
Attention: Arnold M. Glassberg  
Facsimile No. (310) 229-5040

with a copy to:

Christopher J. Husa, Esq.  
Heller Ehrman White & McAuliffe LLP  
601 South Figueroa Street  
40<sup>th</sup> Floor  
Los Angeles, California 90017  
Facsimile No. (213) 614-1868

and a copy to:

Peter N. Baylor, Esq.  
Nutter, McCennen & Fish, LLP  
155 Seaport Boulevard  
World Trade Center West  
Boston, Massachusetts 02210  
Facsimile No. (617) 310-9390

and a copy to:

Russell F. Sauer, Jr., Esq.  
Latham & Watkins LLP  
633 West Fifth Street  
Suite 4000  
Los Angeles, California 90071  
Facsimile No. (213) 891-8763

### 11.3 FURTHER ASSURANCES

The parties agree (a) to execute and deliver to each other party such other documents, and (b) to do such other acts and things, as any other party may reasonably request at the sole cost of such requesting party for the purpose of carrying out the Contemplated Transactions.

### 11.4 WAIVER

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

### **11.5 ENTIRE AGREEMENT AND MODIFICATION**

This Agreement (including the attached schedules, which are incorporated into this Agreement by this reference) supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. Without limiting the generality of the foregoing, effective at the Closing, this Agreement shall supersede all non-disclosure agreements ("NDAs") between Dehon Enterprises and certain other parties to this Agreement, and the NDAs shall be of no further force or effect. This Agreement may not be amended except by a written agreement executed by each of the parties hereto.

### **11.6 ASSIGNMENT; SUCCESSORS; NO THIRD-PARTY RIGHTS**

No party may assign this Agreement without the prior written consent of the other parties except as otherwise provided in this Agreement. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties, including without limitation any trustee appointed for the Seller in the Case. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

### **11.7 SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

### **11.8 SECTION HEADINGS; CONSTRUCTION**

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless expressly provided otherwise. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" means "including without limitation."

### **11.9 TIME OF ESSENCE**

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.10 GOVERNING LAW

This Agreement will be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts without regard to choice or conflicts of laws principles.

11.11 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this ASSET PURCHASE AGREEMENT as of the date first above written.

TELEVENTIONS, LLC.

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEHON, INC.



By:

Name: Stephen J. Grci

Title: Vice President

MONTEREY LLC

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

JERRY R. IGGULDEN

07/08/2003 16:01 FAX  
JUL. 8. 2003 2:14PM

HELLER EHRMAN LLP #5

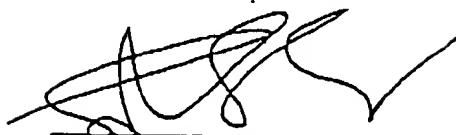
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INVENTION MANAGEMENT  
ASSOCIATES, INC.

PLAN ADMINISTRATOR

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Stephen S. Gray, solely in his capacity  
as Plan Administrator and not individually

**11.10 GOVERNING LAW**

This Agreement will be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts without regard to choice or conflicts of laws principles.

**11.11 COUNTERPARTS**

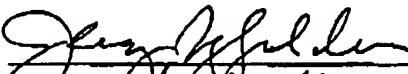
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this ASSET PURCHASE AGREEMENT as of the date first above written.

TELEVENTIONS, LLC

DEHON, INC.

By:

  
Name: JERRY R. IGULDEN  
Title: MANAGER

By:

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MONTEREY LLC

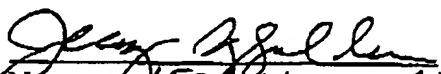
By:

  
Name: JERRY R. IGULDEN  
Title: MANAGER  
Name: JERRY R. IGULDEN  
Title: \_\_\_\_\_

INVENTION MANAGEMENT  
ASSOCIATES, INC.

PLAN ADMINISTRATOR

By:

  
Name: Stephen S. Gray  
Title: Plan Admin

Stephen S. Gray, solely in his capacity  
as Plan Administrator and not individually

## **ASSET PURCHASE AGREEMENT**

### **List of Schedules**

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## SCHEDULE 1

### Patents

#### Issued Patents

Country	Serial No.	Filing Date	Patent No.	Issue Date
United States	002,782	1/8/1993	5,333,091	7/26/1994
United States	103,067	8/6/1993	5,455,630	10/3/1995
United States	177,813	1/4/1994	5,692,093	11/25/1997
United States	304,781	9/12/1994	5,696,866	12/9/1997
United States	573,433	12/15/1995	5,987,210	11/16/1999
United States	695,794	8/13/1996	5,999,688	12/7/1999
Australia	60843/94	1/6/1994	689463	7/16/1998
Australia	36802/95	9/11/1995	694568	11/5/1998
Australia	736013	8/12/1997	736013	11/8/2001
EPO - Europe	94907162.5	1/6/1994	0693215	11/25/1998

#### Pending Applications

Country	Serial No.	Filing Date
United States	384,468	8/27/1999
Canada	2199485	9/11/1995
Canada	2263260	8/12/1997
EPO - Europe	97938174.6	8/12/1997
Japan	516222/94	1/6/1994
Japan	510411/96	9/11/1995
Japan	509884/98	8/12/1997
Mexico	9701866	3/12/1997
Mexico	9901516	2/12/1999

Abandoned Applications

<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>
United States	398,640	9/17/1999
Brazil	PI 9405709-5	1/6/1994
Brazil	PI-9508912-8	9/11/1995
Brazil	9711156-2	8/12/1997
Canada	2153398	1/6/1994
EPO - Europe	95934478.9	9/11/1995
Hong Kong	97102643.1	12/29/1997